# EXHIBIT

"A"

#### MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS

AND

#### DEBRA KAY BRIGGS AND MARC BRIGGS

This MUNICIPAL SERVICES AGREEMENT (the "Agreement") is entered into on the \_\_\_\_\_day of \_\_\_\_\_\_, 2025, by and between the City of Round Rock, Texas, a home-rule municipality of the State of Texas (the "City"), and Debra Kay Briggs and Marc Briggs (the "Owners").

#### RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered this Agreement.

WHEREAS, Section 43.0671 of the Texas Local Government Code permits a municipality to annex an area if each of the owners of the land in an area request the annexation; and

WHEREAS, when a municipality elects to annex such an area, the municipality is required to enter into a written agreement with the property owners that sets forth services to be provided by the municipality for the properties in the affected area; and

WHEREAS, the Owners own certain parcels of land situated in Williamson County, Texas, which consist of approximately 230.08 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A," attached hereto and incorporated herein by reference (the "Property" or the "Area"); and

WHEREAS, the Owners have filed a written request with the City for annexation of the Property pursuant to Section 43.0671, identified as the "Briggs Annexation" (the "Annexation"); and

WHEREAS, the City and Owners desire to set forth the City services to be provided for the Property on or after the effective date of the Annexation pursuant to Section 43.0672; and

WHEREAS, the Annexation and execution of this Agreement are subject to approval by the governing body of the City.

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owners agree as follows:

- 1. **PROPERTY**. This Agreement is only applicable to the Property, which is the subject of the Annexation.
- 2. INTENT. It is the intent of the City that this Agreement provide the delivery of full, available municipal services to the Property as described herein, in accordance with State law, which may be accomplished through any means permitted by law.

### 3. MUNICIPAL SERVICES.

- A. Commencing on the effective date of the annexation, the City will provide the municipal services set forth below. For the purposes of this Agreement, the term "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and the developer or Owner's participation, in accordance with applicable State law and City ordinances, rules, regulations and policies.
  - i. <u>Fire and Police Services</u>. The City will provide these services to the Area.
  - ii. <u>Planning, Zoning, Building and Code Enforcement</u>. The City will provide comprehensive planning, land development, land use, and building review, inspection services and code enforcement in accordance with all applicable laws, ordinances, rules, regulations and policies.
  - iii. <u>Water and Wastewater</u>. The Property is partially located within the Jonah Water Special Utility District (the "District") certified service area. Property located in the District's certified service area will be provided water service by the District upon annexation of the Property. Property located within the City's certified service area will be provided water service by the City upon annexation of the Property. Upon execution of a Water CCN Transfer Agreement and approval by the Texas Public Utility Commission, the City will provide water for the entire Property. The City will provide wastewater for the Property. If, and when, the Property is developed, platted, or the current use(s) of the Property changes in the future, landowners shall be required to fund and construct necessary water and wastewater capital improvements to serve the annexed Property in accordance with applicable State law and the City's ordinances, rules, regulations and policies.
  - iv. <u>Solid Waste Service</u>. Within its corporate boundaries, the City currently contracts with Republic Services (f/k/a "Central Texas Refuse") for residential collection only. Any commercial development in the Area shall contract individually for solid waste collection services.
- B. It is understood and agreed that the City is not required to provide any service that is not explicitly included in this Agreement.
- 4. AUTHORITY. The City and the Owners represent that they have full power authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. The Owners acknowledge that approval of the Annexation is within the sole jurisdiction of the City's governing body. Nothing in this Agreement guarantees favorable decisions by the City's governing body.
- 5. SEVERABILITY. If any part, term, or provision of this Agreement is held by the courts

to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never a part of the Agreement.

- 6. **INTERPRETATION**. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of this Agreement will be interpreted in accordance with the laws of the State of Texas.
- 7. GOVERNING LAW AND VENUE. This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- 8. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- **9.** WAIVER. The failure of either party to insist on the performance of any term of provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- **10. COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 11. CAPTIONS. The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- **12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE PROPERTY.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land compromising the Property and is binding on the Owners.
- **13. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of the annexation of the Property.

[Signatures on the following pages.]

## CITY OF ROUND ROCK, TEXAS

By:

Craig Morgan, Mayor

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Date:

Attest:

By: Ann Franklin, City Clerk

For City, Approved as to Form:

By:

Stephanie Sandre, City Attorney

**OWNERS:** 

Debra Kay Briggs, Owner

Marc Briggs, Owner

JOSEPH MOTT SURVEY, ABSTRACT NO. 427 CALVIN BELL SURVEY, ABSTRACT NO. 112 WILLIAMSON COUNTY, TEXAS MARCH 26, 2025 S001-A3541-2401 PAGE 1 OF 5

#### LEGAL DESCRIPTION

DESCRIPTION OF A 230.08 ACRE TRACT OF LAND SITUATED IN THE JOSEPH MOTT SURVEY, ABSTRACT NO. 427 AND THE CALVIN BELL SURVEY, ABSTRACT NO. 112, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 222.20 ACRE TRACT CONVEYED TO DEBRA KAY BRIGGS, RECORDED IN DOCUMENT NO. 2023063688, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.), A 4.987 ACRE TRACT CONVEYED TO MARC BRIGGS AND DEBRA KAY BRIGGS, RECORDED IN DOCUMENT NO. 2021004024, O.P.R.W.C.TX., AND A CALLED 5.00 ACRE TRACT CONVEYED TO DEBRA KAY BRIGGS, RECORDED IN DOCUMENT NO. 2021004024, O.P.R.W.C.TX., AND A CALLED 5.00 ACRE TRACT CONVEYED TO DEBRA KAY BRIGGS, RECORDED IN DOCUMENT NO. 2021153608, O.P.R.W.C.TX.; SAID 230.08 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 1/2-INCH IRON ROD FOUND (GRID COORDINATES N:10,192,190.57, E:3,146,632.44) ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF COUNTY ROAD 110 (ROCKRIDE LANE) (PUBLIC RIGHT-OF-WAY), FOR THE COMMON NORTH CORNER OF SAID 222.20 ACRE TRACT AND A CALLED 128.37 ACRE TRACT CONVEYED TO 600 WESTINGHOUSE INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2020052469, O.P.R.W.C.TX., SAME BEING THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 66 DEGREES 03 MINUTES 12 SECONDS EAST, WITH THE COMMON LINE OF SAID 222.20 ACRE TRACT AND SAID COUNTY ROAD 110, A DISTANCE OF 903.06 FEET TO A 1/2-IRON ROD WITH ILLEGIBLE CAP FOUND FOR THE COMMON NORTH CORNER OF SAID 220.20 ACRE TRACT AND A CALLED 1.00 ACRE TRACT CONVEYED TO JANET SUE PATTERSON, RECORDED IN DOCUMENT NO. 2010055935, O.P.R.W.C.TX.;

**THENCE** WITH THE COMMON LINE OF SAID 220.20 ACRE TRACT AND SAID 1.00 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. SOUTH 30 DEGREES 28 MINUTES 52 SECONDS EAST, A DISTANCE OF 234.78 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "FOREST RPLS 1847", AND
- NORTH 73 DEGREES 18 MINUTES 37 SECONDS EAST, A DISTANCE OF 71.03 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "FOREST RPLS 1847" FOR A COMMON CORNER OF SAID 220.20 ACRE TRACT, SAID 1.00 ACRE TRACT, AND SAID 4.987 ACRE TRACT;

**THENCE** WITH THE COMMON LINE OF SAID 1.00 ACRE TRACT AND SAID 4.987 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. NORTH 16 DEGREES 49 MINUTES 27 SECONDS WEST, A DISTANCE OF 59.32 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "INTERSTATE SURVEYING INC.",
- 2. NORTH 72 DEGREES 22 MINUTES 31 SECONDS EAST, A DISTANCE OF 118.01 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "INTERSTATE SURVEYING INC.", AND
- 3. NORTH 22 DEGREES 34 MINUTES 37 SECONDS WEST, A DISTANCE OF 190.38 FEET TO A CALCULATED POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 110, FOR THE NORTH COMMON CORNER OF SAID 1.00 ACRE TRACT AND SAID 4.987 ACRE TRACT;

THENCE WITH THE COMMON LINE OF SAID COUNTY ROAD 110 AND SAID 4.987 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

JOSEPH MOTT SURVEY, ABSTRACT NO. 427 CALVIN BELL SURVEY, ABSTRACT NO. 112 WILLIAMSON COUNTY, TEXAS MARCH 26, 2025 S001-A3541-2401 PAGE 2 OF 5

- 1. NORTH 66 DEGREES 24 MINUTES 09 SECONDS EAST, A DISTANCE OF 11.05 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "INTERSTATE SURVEYING, INC.", AND
- NORTH 73 DEGREES 16 MINUTES 57 SECONDS EAST, A DISTANCE OF 233.55 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "INTERSTATE SURVEYING, INC." FOR THE COMMON NORTH CORNER OF SAID 4.987 ACRE TRACT AND SAID 5.00 ACRE TRACT;

**THENCE** NORTH 73 DEGREES 10 MINUTES 43 SECONDS EAST, WITH THE COMMON LINE OF SAID 5.00 ACRE TRACT AND SAID COUNTY ROAD 110, A DISTANCE OF 310.99 FEET TO A 5/8-INCH IRON ROD CAPPED "LIA SURVEY" FOUND;

**THENCE** WITH THE COMMON LINE OF SAID 220.20 ACRE TRACT, AND THE SOUTH R.O.W. LINE OF SAID COUNTY ROAD 110, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. NORTH 73 DEGREES 10 MINUTES 32 SECONDS EAST, A DISTANCE OF 602.05 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "WILLIAMSON COUNTY",
- 2. NORTH 77 DEGREES 53 MINUTES 50 SECONDS EAST, A DISTANCE OF 99.94 FEET TO A 1/2-INCH IRON ROD CAPPED "WILLIAMSON COUNTY" FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
- 3. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 535.00 FEET, AN ARC LENGTH OF 423.13 FEET, A DELTA ANGLE OF 45 DEGREES 18 MINUTES 54 SECONDS, AND A CHORD THAT BEARS SOUTH 84 DEGREES 24 MINUTES 23 SECONDS EAST, A DISTANCE OF 412.19 FEET TO A 5/8-INCH IRON ROD CAPPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT AT THE INTERSECTION OF SAID COUNTY ROAD 110 AND COUNTY ROAD 105 (PUBLIC R.O.W.), ON THE COMMON LINE OF SAID 220.20 ACRE TRACT AND A CALLED 0.3367 ACRE TRACT (PARCEL 37A) CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NO. 2020130795, O.P.R.W.C.TX.;

**THENCE** WITH THE COMMON LINE OF SAID 220.20 ACRE TRACT AND SAID 0.3367 ACRE TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- WITH SAID CURVE TO THE LEFT WITH A RADIUS OF 2,093.00 FEET, AN ARC LENGTH OF 71.64 FEET, A DELTA ANGLE OF 1 DEGREE 57 MINUTES 40 SECONDS AND A CHORD THAT BEARS SOUTH 23 DEGREES 40 MINUTES 33 SECONDS EAST, A DISTANCE OF 71.63 FEET TO A 3/8-INCH IRON ROD FOUND (BENT),
- 2. SOUTH 30 DEGREES 43 MINUTES 02 SECONDS EAST, A DISTANCE OF 147.97 FEET TO A 5/8-INCH IRON ROD CAPPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
- WITH SAID CURVE TO THE RIGHT WITH A RADIUS OF 269.70 FEET, AN ARC LENGTH OF 33.92 FEET, A DELTA ANGLE OF 7 DEGREES 12 MINUTES 24 SECONDS, AND A CHORD THAT BEARS SOUTH 32 DEGREES 44 MINUTES 00 SECONDS EAST, A DISTANCE OF 33.90 FEET TO A 5/8-INCH IRON ROD CAPPED "LIA SURVEY" SET,
- 4. SOUTH 29 DEGREES 07 MINUTES 50 SECONDS EAST, A DISTANCE OF 57.36 FEET TO A 5/8-INCH IRON ROD CAPPED "LIA SURVEY" SET,
- 5. SOUTH 21 DEGREES 50 MINUTES 58 SECONDS EAST, A DISTANCE OF 41.65 FEET TO A 5/8-INCH IRON ROD CAPPED "LIA SURVEY" SET, AND

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6. SOUTH 21 DEGREES 50 MINUTES 32 SECONDS EAST, A DISTANCE OF 634.85 FEET TO A 5/8-INCH IRON ROD CAPPED "LIA SURVEY" SET ON THE COMMON LINE OF SAID 220.20 ACRE TRACT SAID, 0.3367 ACRE TRACT, AND A CALLED 96.33 ACRE TRACT, CONVEYED TO JCN FAMILY PARTNERSHIP, L.P., RECORDED IN DOCUMENT NO. 2005081839, O.P.R.W.C.TX.;

**THENCE** WITH THE COMMON LINE OF SAID 96.33 ACRE TRACT AND SAID 220.20 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. SOUTH 68 DEGREES 56 MINUTES 00 SECONDS WEST, A DISTANCE OF 1,232.06 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "FOREST RPLS 1847", AND
- SOUTH 21 DEGREES 31 MINUTES 32 SECONDS EAST, A DISTANCE OF 3,085.55 FEET TO A 5-INCH WOODEN FENCE POST FOUND ON THE NORTH LINE OF A CALLED 286.55 ACRE TRACT, CONVEYED TO NELSON HOMESTEAD FAMILY PARTNERSHIP LTD, RECORDED IN DOCUMENT NO. 9824078, O.P.R.W.C.TX., FOR A COMMON SOUTH CORNER OF SAID 220.20 ACRE TRACT AND SAID 96.33 ACRE TRACT;

**THENCE** WITH THE COMMON LINE OF SAID 220.20 ACRE TRACT AND SAID 286.55 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. SOUTH 68 DEGREES 46 MINUTES 13 SECONDS WEST, A DISTANCE OF 2,765.24 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "FOREST RPLS 1847", AND
- NORTH 21 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 1,533.43 FEET TO A 1/2-INCH IRON ROD FOUND CAPPED "FOREST RPLS 1847" FOR A COMMON CORNER OF SAID 220.20 ACRE TRACT, SAID 286.55 ACRE TRACT, AND SAID 128.37 ACRE TRACT;

**THENCE** WITH THE COMMON LINE OF SAID 220.20 ACRE TRACT AND SAID 128.37 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. NORTH 68 DEGREES 19 MINUTES 20 SECONDS EAST, A DISTANCE OF 1,185.69 FEET TO A 5/8-INCH IRON ROD CAPPED "LIA SURVEY" SET, AND
- 2. NORTH 21 DEGREES 13 MINUTES 37 SECONDS WEST, A DISTANCE OF 2,765.71 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 230.08 ACRES OF LAND, MORE OR LESS.

#### BEARING BASIS:

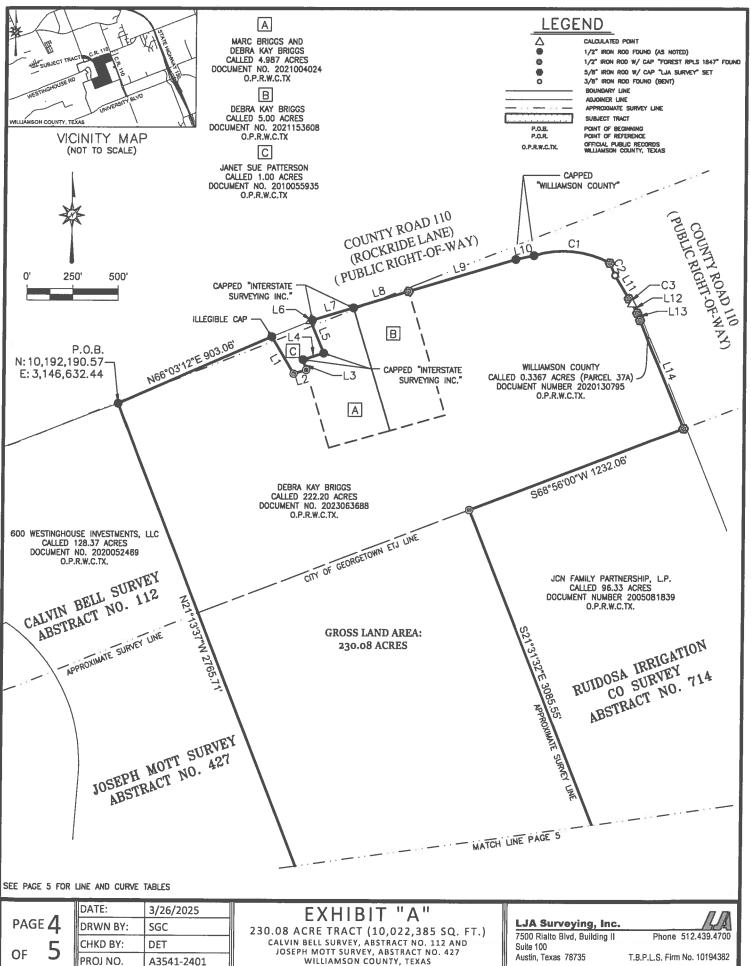
ALL BEARINGS SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83/2011. ALL DISTANCES SHOWN ARE GRID DISTANCES, U.S. SURVEY FEET.

Jul Z

DUSTIN E. TROUSIL, RPLS # 6335 LJA SURVEYING, INC. 7500 RIALTO BLVD, BUILDING II, SUITE 100 AUSTIN, TEXAS 78735 TEXAS FIRM NO. 10194382

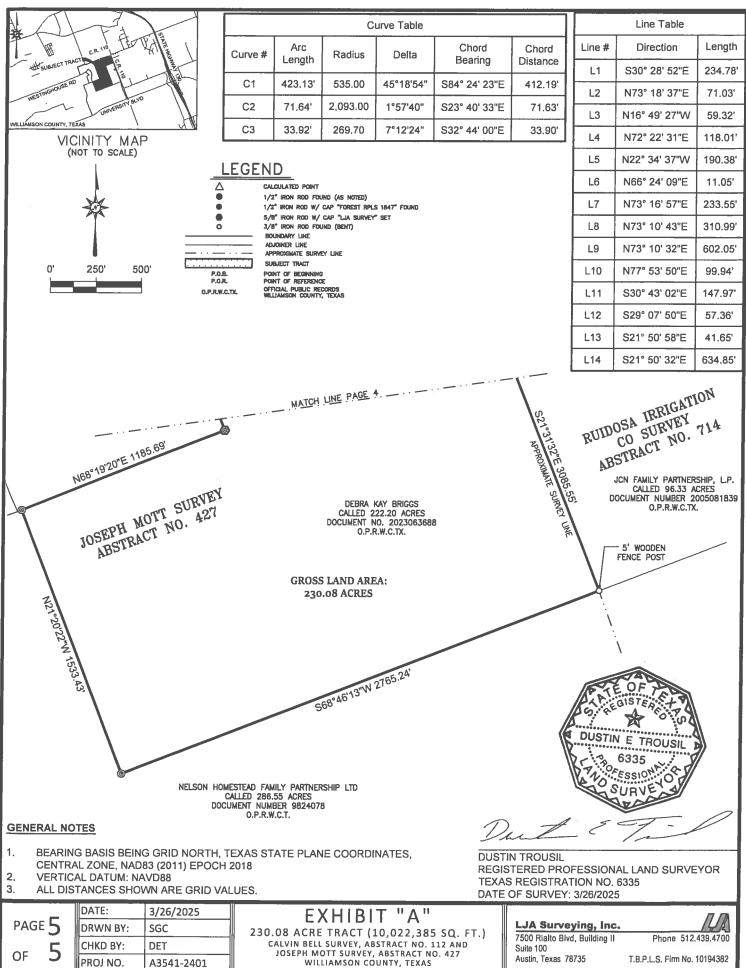
DATE: 3/26/2025

Exhibit "A"



Sectors/Survey/Projects/LJAS001/A3541/(2401)\_220 Acre Briggs Tract/06-CAD/Civil 30/Plats/Overall Briggs Tract Metes and Baunds inbit/S001-A3541-2401 BRIGGS TRACT 2.4wg 3/26/2025

## Exhibit "A"



S: \Sectors\Survey\Projects\L\aSo(1\a3541\(2401)\_220 Acre Briggs Tract\D6-CAD\Civil 3D\Plats\Overall Briggs Tract Metes and Exhibit\SO01-A3541-2401 BRIGGS TRACT 2.dvg 3/26/2025

Bounds